

Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
Consulting and Technical Services+ (CATS+)

The Consulting and Technical Services+ (CATS+) is a statewide procurement resulting in the award of multiple contracts by the Department of Information Technology to a variety of information technology providers. Through these CAT+ contracts, Maryland has a flexible means of obtaining Information Technology (IT) resources quickly, efficiently and in a cost effective manner through the issuance of Master Tasks or Task Orders specific to IT needs. It is the Department of Health and Mental Hygiene's (DHMH) policy that procuring units use the CATS+ for all information technology services procurements. The only exceptions are approved sole Source procurements or situations where the cost of the CATS+ vendor's response exceeds the amount budgeted by the procuring units.

The objective of this Master Contract, effective April 22, 2013 through April 21, 2028, is to enable State government to procure IT consulting and technical services in a timely and economical manner. Through CATS+, the State will have a flexible means of obtaining information technology (IT) resources quickly, efficiently and cost effectively by issuing task orders specific to its needs.

There are 17 functional areas under CATS+:

For a more detailed description and examples of each Functional Area, a list of Master Contractors in each Functional Area, their contact information and email distribution lists, click on the name of each Functional Area below.

Functional Area 1 - Enterprise Service Provider (ESP). Services to ensure that information systems are designed to capitalize on agency architectures and State IT standards, provide interoperability with other systems and networks, be reliable and maintainable, and make the most cost-effective use of commercial off-the-shelf (COTS) technology and agency-wide and government-wide resources.

Functional Area 2 - Web and Internet Systems. A broad range of business solutions and support using the capabilities of the web and Internet; design, develop, test, implement and maintain web sites, portals, web applications and web services and the associated hardware, software, network and security components that comprise these solutions.

Functional Area 3 - Electronic Document Management. Service to establish or maintain electronic document imaging, document management, document workflow, and associated technologies.

Functional Area 4 - Geographical Information Systems. Service to integrate, store, edit, analyze and display geographically-referenced information in a client/server or web-based environment

Functional Area 5 - Software Engineering. Service to provide full life cycle of a software system development. Process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); software metrics; software process assessments; software capability evaluations; software project management; software certification; software validation and verification; open systems; software architecture; software reengineering; software reuse; component-based software; software security; supervising software configuration management; and CASE tools.

Functional Area 6 - Systems/Facilities Management and Maintenance. Systems/Facilities Management and Maintenance services include: Data Center Technical Support/Operations, and Help Desk. At the State's discretion, these services may be required to be provided externally to the requesting agency.

Functional Area 7 - Information System Security. The security of information and computing resources at all organizational levels; including software/application and data security support, as well as disaster recovery planning and risk assessment.

Functional Area 8 - Application Service Provider. Combination of software, hardware and networking technologies to offer hosted, service-based applications.

Functional Area 9 - IT and Telecommunications Financial and Auditing Consulting Services. The IT and Telecommunications Financial and Auditing Consulting include the following types of services: cost and financial analyses, information systems auditing and quality assurance and telecommunications systems management.

Functional Area 10 - IT Management Consulting Services. The IT Management Consulting Services include any of the following types of services: IT enterprise architecture, systems review for architectural consistency, strategic planning assistance, project management services, Master Contractor assessments and risk assessment analysis.

Functional Area 11 - Business Process Consulting Services. Streamlining business processes and the development, implementation and support of process improvements to eliminate redundancy, increase productivity, and reduce cost.

Functional Area 12 - Tower Site Preparation. Conduct Historic Properties Survey investigations that meet the rules implementing compliance with Section 106 (36 CFR § 800), delimit the undertaking's Area of Potential Effects ("APE"), identify historic properties, evaluate the effects of the undertaking to historic properties, and provide documentation to the State Historic Preservation Officer (SHPO) and the State.

Functional Area 13 - Tower Installation. Provide and install self-supporting towers; additionally, provide and install prefabricated concrete equipment shelters with associated liquid propane fueled generators with fuel tanks and installation services.

Functional Area 14 - Tower Equipment Installation and Services. Support services for wireless communication sites and related equipment.

Functional Area 15 - Electronic Benefits Transfer. Services to provide intra-agency technical infrastructure components to create a new or update an existing EBT system.

Functional Area 16 - Media and Training Center Support. Services to support multi-media and education centers including, but not limited to: planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration. Professional training expertise, including instructional systems design capabilities to improve job performance of employees utilizing the learning/media center.

Functional Area 17 - Documentation/Technical Writing. Develop and/or maintain the following types of documentation: system documentation; user manuals; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; technical writing for proposals, presentations, standard operating procedures (SOP), and policies and procedures.

As with all RFPs governed under COMAR 21.05.03.02, a TORFP must include the following components:

- a. Information concerning proposal submission requirements including date, time, and place for receipt of proposals;
- b. The evaluation factors and an indication of the relative value of each factor including price;
- c. A work statement or scope of services statement, performance schedule, and any specific instructions or requirements;
- d. A statement regarding discussions;
- e. A requirement that receipt of any amendments to the TORFP is acknowledged by offerors.
- f. All required forms completed [i.e. Minority Business Enterprise (MBE) and Economic Benefit].

The TORFP is sent to all CAT+ contractors within the requested functional area. Contractors receiving the TORFP must respond with a minimum of 21 days unless additional time is allowed.

Pre-Proposal Conference

A pre-proposal conference is routinely held at least two weeks prior to the proposal due date to review the TORFP with CATS+ offerors and to provide an opportunity to ask questions or possibly suggest changes in the TORFP. Attendance is encouraged but is not mandatory. A

written record must be prepared and distributed to everyone known to have received a copy of the TORFP.

Evaluation

Proposals are not opened publicly, but rather in the presence of at least two (2) State employees. At that time, a register of proposals shall be created listing the offerors by name, city and state. After the register of proposals is created, the technical proposals will be distributed to an evaluation team, whose identity will not be disclosed. Technical proposals are then evaluated according to the evaluation criteria set forth in the TORFP. Offerors' whose proposals are determined to be not reasonably susceptible for award shall be so notified by DoIT.

Discussions

Discussions are held with all "qualified offerors" to:

- a. Assure that offerors fully understand the requirements of the TORFP and the Team fully understands the qualified offerors proposals and their ability to perform as needed.
- b. Give offerors an opportunity to remedy deficiencies in their proposal or to strengthen proposals that are already adequate but could be made better.
- c. Obtain the best price for the State or otherwise arrive at a contract that is most advantageous to the State in terms of the technical and financial aspects of the TORFP.

The State's objective in holding discussions is to obtain the absolute best service at the lowest possible price.

Best and Final Offers

When deemed appropriate by the Team, qualified offerors may then be permitted to revise their initial proposals – either technical, or financial, or both -- and submit what is called a Best and Final offer (BAFO). Best and Final offers are sent under the signature of the Procurement Officer and must contain instructions regarding the type of proposal that may be amended, the due date and time for the BAFO, and the fact that offerors may elect not to amend their original proposal.

Award

Once a recommendation for award is made, a Task Order Agreement (TOA) is completed and signed by the unit and the vendor. The TOA, Contract Management Plan, Project Management Plan, MBE forms and the evaluation summary are forwarded to DoIT. The Contract Management Plan is prepared by the unit to detail how it plans to track the milestones and deliverables. The Project Management Plan is submitted by the vendor as part of the technical proposal. The BPO is forwarded to DoIT who in turn approve it. DoIT will also notify the vendors who were not selected for award.

Debriefing

Under the CATS, when the competitive sealed proposal method is used, unsuccessful offerors have the right to be debriefed. A request for debriefing must be made in writing to the procurement officer within a reasonable period of time after notification of non-recommendation for award. Debriefings must be conducted in accordance with COMAR 21.05.03.06. Usually, the procurement officer and Team Leader conduct the debriefing, however, any Team member may substitute for either. A debriefing may be conducted in person or by teleconference, at the preference of the offeror.

Protests and Appeals

Vendors awarded a CATS contract, and thus able to respond to a TORFP, have, as a condition of contract award, agreed to waive their rights to protest an award. It follows then, that they also waive their appeal rights.

Service Level Agreements

A recent addition to the information technology contract is the Service Level Agreement (SLA). Simply stated, an SLA identifies certain levels of service or performance standards that the IT contractor must meet or exceed. The SLA also specifies the consequences for failure to achieve one or more service levels, usually a service credit applied to the procuring unit, and even perhaps the rewards for exceeding a level of service. As a rule, the SLA is a separate appendix to the IT contract. It would, for instance, be an addendum to a Task Order contract obtained through the CATS.

A good SLA will usually include a section that provides precise definitions of key terms. Next, specific service levels will be described in various categories, i.e., host Central Processing Unit (CPU) availability, CPU response times, batch job completion, help desk responsiveness, etc. Usually service level compliance is measured in terms of a number of units per month that a percentage or length of time was or was not met or exceeded. Other means for measuring services levels are “increased impact” and “frequency factor.” These measure levels such as:

- a. a level below the agreed upon threshold at which point the procuring unit suffers an “increased impact” and can apply a substantially higher service credit to the contract, or
- b. a factor that measures the number of times a particular service level was missed during a specified interval, such as a rolling 12-month period.

Often the parties identify a subset of the key service levels that are “critical.” For these levels, the procuring unit should insist that the parties agree that the contract may be terminated for default by the procuring unit if the contractor fails to meet the critical service levels at the frequency specified. Another clause often found in most SLAs is one that delineates the allowable reasons for non-performance or a delay in performance, often called a “Force Majeure” clause. This clause is contained in all standard DHMH contracts as a mandatory clause

but may be repeated at the contractors request in the SLA, particularly as it applies to the service levels and credits associated with non-performance.

Service Level Agreements may be drafted by either party to the contract and should be written in a spirit of mutual respect and cooperation. That said, regardless of the drafter, it is imperative that the SLA contain the minimum standard levels of service required by the DHMH procuring unit. Negotiation should continue with the prospective contractor until the SLA meets the needs of the Department.